

**VENDOR GENERAL TERMS AND CONDITIONS**

These terms and conditions ("Vendor Terms") along with the agreed to proposal, work order, purchase order, service agreement, contract, invoice or other document referencing these Vendor Terms or to which these Vendor Terms are attached ("Order Document") constitute the entire agreement between the **STALLION INFRASTRUCTURE SERVICES, LTD.** ("Stallion") and the vendor identified in such Order Document ("Vendor"), relating to Vendor providing to Stallion (i) materials, supplies, machinery, parts, tools or equipment (the "Equipment"), (ii) services ("Services"), (iii) rental of Equipment ("Rental"), or (iv) sales of Equipment ("Sales"). All Equipment, Services, Rental and Sales are referred to collectively as "Work." Stallion's acceptance of the Order Document is expressly conditioned upon Vendor's assent to, and all Work will be only in accordance with, these Vendor Terms, notwithstanding different or additional terms and conditions contained on any of Vendor's proposal, work order, field ticket, delivery ticket, notes to pricing, service agreement, rental agreement, contract, invoice or other document referencing the Work ("Vendor Document"), which are hereby objected to and which will not be binding on Stallion. Further, in the event that Stallion signs and returns an acknowledgement copy of a Vendor Document, the Vendor agrees that Stallion signature thereon is provided solely as an accommodation to Vendor for Vendor's internal purposes, and does not signify Stallion agreement to any terms or conditions contained therein which vary, conflict with, or impose additional obligations to the provisions set forth in these Vendor Terms. The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. No partial invalidity of these Vendor Terms will affect the remainder. Notwithstanding the foregoing, in the event that Stallion and Vendor have a fully executed, unexpired and valid Master Service Agreement or other agreement in place that governs their relationship with respect to Work between Stallion and Vendor, then these Vendor Terms shall not apply and will be of no force or effect.

**1. Pricing and Payment.**

A. Stallion agrees to pay Vendor for the Work ordered within sixty (60) days of Stallion acceptance of a true and correct invoice, and in accordance with the prices set forth in the Order Document. Unless otherwise specified in the Order Document, all prices, fees, expenses and rates quoted are inclusive of all shipping charges, customs expenses, import and export expenses, duties, federal, state, local and foreign sales, use, excise and withholding taxes, value added taxes and other taxes that Vendor may be required by law to collect or that Stallion may incur in connection with the use of, or in connection with the payment for, the Work. If Stallion is to pay any such expenses, or other ancillary expenses, such expenses shall be separately stated in the Order Document. All documentation, legalization and related items will be Vendor's responsibility and account unless separately stated in the Order Document and accepted by Stallion.

B. Prices are quoted to the facility where the Work are to be made available or performed, as applicable (the "Delivery Point").

C. Orders accepted by Vendor may be cancelled or modified by Stallion upon written notice: (i) if the Equipment constituting the Work is not specialized then without any consequence; (ii) if the Equipment constituting the Work is specialized but Stallion's notification of cancellation is before Vendor has substantially performed then without any consequence, or (iii) if the Equipment constituting the Work is specialized and Vendor has substantially performed then Stallion will pay Vendor for reasonable, documented, direct costs incurred by Vendor as a result of such modification or termination.

D. If Stallion, in good faith, disputes the amount of any invoice ("Good Faith Dispute"), Stallion shall notify Vendor in writing of such Good Faith Dispute within sixty (60) days of Stallion's receipt of such invoice. Subject to the foregoing, Stallion shall pay to Vendor any amounts not subject to a Good Faith Dispute within sixty (60) days of Stallion's receipt of Vendor's true and correct invoice.

E. Within fifteen (15) days after the end of each calendar month, Vendor shall submit to Stallion Vendor's invoices covering charges for the previous calendar month. Notwithstanding the foregoing sentence, Vendor must submit all invoices to Stallion within sixty (60) days after the end of each calendar month during which the charges were incurred (the "Invoice Deadline") or the charges in such invoice will be time-barred and void. Stallion shall have no obligation to pay, and Vendor hereby waives, releases, and disclaims any right to claim or receive (under any legal or equitable theory, including, without limitation, unjust enrichment or quantum meruit), any payment for charges set forth in an invoice which is submitted after the Invoice Deadline.

F. For a period of three (3) years after the end of the year of the agreed date for the delivery or performance of the Work (the "Delivery Date"), Stallion will be entitled to audit at Vendor's or Vendor's subcontractor's, facility(ies), and all payments to Vendor or Vendor's subcontractors.

**2. Delivery.** Time is of the essence with respect to the Delivery Date. A delay is deemed to exist when the Work is not available at the Delivery Point by the Delivery Date, and in that situation Stallion at its sole option may immediately terminate the Order Document or charge Vendor liquidated damages at the rate of 0.2% of the price set forth in the Order Document for each day of delay until the Work is provided in accordance with the Order Document. Vendor's cumulative liability for liquidated damages under this Section is limited to fifteen percent (15%) of the price set forth in the Order Document.

**3. Title and Risk of Loss.** Title to, and risk of loss of, Equipment sold will pass to Stallion upon Stallion's acceptance of the Equipment at the Delivery Point.

**4. Quality Systems.** Unless specifically indicated on the Order Document, Vendor is required to have or shall establish a health, safety and environment system and a quality assurance system with respect to the production of Equipment or machinery or equipment constituting a Rental and the performance of Services, and provide reasonable information on such systems to Stallion upon Stallion's request. Vendor will supervise the production of Equipment and machinery or equipment constituting a Rental and the performance of Services, and will notify Stallion in writing if either are not in accordance with such systems or the specifications set forth in the Order Document or Vendor's published materials.

**5. Confidentiality.** The parties acknowledge and agree that Stallion documents, equipment and information provided by Stallion to Vendor, and all information produced or created for Stallion by Vendor and relating to the Work provided by Vendor to Stallion (the "Confidential Information") are considered **STALLION TRADE SECRET, PROPRIETARY, and CONFIDENTIAL INFORMATION.** Vendor, therefore, agrees that Vendor shall exercise due care to prevent disclosure of the Confidential Information to any unauthorized persons or entities. Vendor further agrees not to reverse engineer, copy, modify, manufacture or practice any of the Confidential Information. Notwithstanding any other provision of these Vendor Terms 2023.03.27 - Vendor General Terms and Conditions (Clean)

Terms, all Confidential Information is and shall remain Stallion sole and exclusive property and proprietary information, and is disclosed in confidence by Stallion in reliance on Vendor's agreement to maintain such Confidential Information in confidence and not to use or disclose such Confidential Information to any other person.

**6. Warranty.**

A. Notwithstanding any other provision of these Vendor Terms to the contrary, Vendor, represents, warrants and agrees that (i) Vendor has full right, capacity, power and authority to provide the Work, as applicable, (ii) Vendor has good and marketable title, free and clear of all liens, indebtedness, claims, encumbrances and demands to all of the Equipment, (iii) that there are no unexercised options, rights of first offer or rights of first refusal to purchase any of the Equipment, (iv) Vendor will freely and fully warrant and defend the title to the Equipment to Stallion and Stallion's successors and assigns against all claims of any person, (v) the consummation of the transactions contemplated hereby will not violate or conflict in any way with any applicable law to which Vendor is subject, or result in the creation of any lien upon the Equipment pursuant to the terms thereof, (vi) Vendor is not required to give notice to, make any filing with, or obtain any authorization, consent or approval of any governmental authority or any person or entity in order for the Vendor and Stallion to consummate the transactions contemplated hereby, and (vii) for the earlier of (A) twelve (12) months after being placed in service by Stallion, or (B) twenty-four (24) months after the date of acceptance by Stallion, all Work provided by Vendor to Stallion shall (1) be free of defects in material and workmanship, (2) strictly conform to the specifications set forth in the Order Document or Vendor's published materials, (3) be of merchantable quality and fit for the purpose(s) intended, and (4) conform to applicable laws and regulations.

B. If within the warranty period Stallion or Stallion's customer discovers any defect, error, nonconformity, omission, deficiency, or breach of any warranty as to the Work, then Vendor, at Vendor's sole cost, shall promptly (i) repair or replace the Work in question, or (ii) re-perform the Work in question. Any repaired, re-performed or replaced Work shall be warranted for an additional period of twelve (12) months from the date of Vendor's completion of such re-performed Service or Stallion's acceptance of the repaired or replaced Work. If Vendor is unable for any reason to repair, replace, or re-perform the Work in question within a reasonable time after being notified of the warranty issue, then Stallion shall be entitled to repair, replace, or re-perform the Work in question itself or engage a third party to do so, and in such case Vendor will promptly upon Stallion's request reimburse Stallion for it's or the third party's actual costs to do so. Additionally, Vendor shall be responsible to pay Stallion for all damages Stallion incurs with respect the warranty issue.

**7. Indemnities.**

A. Stallion agrees to protect, defend, indemnify and hold harmless Vendor, its affiliates and subsidiaries, partners, owners, its other contractors, suppliers and customers, and its and their officers, directors, employees, representatives, and invitees ("Vendor Group"), from and against all claims, demands, causes of action, and proceedings of every kind and character without limit and without regard to the cause thereof or the negligence or fault (active or passive) of any party or parties including the joint or concurrent negligence of any member of Vendor Group, any theory of strict liability and defect of premises, arising in connection herewith in favor of Stallion, its affiliates and subsidiaries, partners, owners, its other contractors, suppliers and customers, and its and their officers, directors, employees, representatives, and invitees (the "Stallion Group") on account of bodily injury, death or damage to property. The foregoing indemnity shall not limit or affect Vendor's obligations with respect to the warranties set forth in Section 6.

B. Vendor agrees to protect, defend, indemnify and hold harmless Stallion Group, from and against all claims, demands, causes of action, and proceedings of every kind and character without limit and without regard to the cause thereof or the negligence or fault (active or passive) of any party or parties including the joint or concurrent negligence of any member of Stallion Group, any theory of strict liability and defect of premises, arising in connection herewith in favor of Vendor Group, on account of (i) bodily injury, death or damage to property caused or alleged to have been caused by Vendor Group or the Work, (ii) bodily injury, death or damage to property of Vendor Group, (iii) any infringement or alleged infringement of any intellectual property relating to the Work, (iv) a breach of any express or implied representation or warranty of Vendor herein, (v) Vendor Group's failure to comply with applicable laws and regulations, and (vi) liens attached to or asserted against the property or equipment of any member of the Stallion Group.

C. Subject to the indemnity obligations contained in Sections 7.A. and 7.B., and notwithstanding anything to the contrary in the other provisions of these Vendor Terms, Vendor agrees to protect, defend, indemnify and hold harmless Stallion Group from and against all claims, demands and causes of action of every kind without limit or without regard to the cause or causes thereof of the negligence or fault of (active or passive) of any party or parties including the sole, joint or concurrent negligence of Stallion Group, any theory of strict liability and effect of premises or the unseaworthiness of any vessel (whether or not preexisting the date of these Vendor Terms), arising in connection with, arising out of, or resulting from pollution or contamination (including, but not limited to, property damage, control, removal, restoration and cleanup of all pollution or contamination) which originates (i) from the property of any member of Vendor Group, or (ii) results from the performance of the Work.

D. Subject to the indemnity obligations contained in Sections 7.A and 7.B, and notwithstanding anything to the contrary in the other provisions of these Vendor Terms, Stallion agrees to protect, defend and hold harmless Vendor Group from and against all claims, demands and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence of Vendor Group, any theory of strict liability and defect of premises, or the unseaworthiness of any vessel (whether or not preexisting the date of this contract), arising out of, or resulting from pollution or contamination (including, but not limited to, property damage, control, removal, restoration and cleanup of all pollution or contamination) which originates from the property of Stallion.

E. Notwithstanding any other provision in these Vendor Terms, gross negligence and willful misconduct shall be the sole and exclusive responsibility of the actor. Notwithstanding such fact, an allegation of gross negligence or willful misconduct on the part of an indemnified party shall not diminish the indemnity or

defense obligations of the indemnifying party; provided however, that any damage awards, to the extent arising from the gross negligence of willful misconduct of the indemnified party, shall be the responsibility of the indemnified party and excluded from the indemnitor's indemnity obligations hereunder.

**8. Insurance.**

A. Vendor shall carry insurance in the minimum amounts set forth below, such insurance to be effective prior to the delivery or performance of the Work under these Vendor Terms.

- (i) General Liability - Including contractual liability with limits of not less than:
  - \$1,000,000 Per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
- (ii) Professional Liability with limits of not less than US\$2,000,000 Per Occurrence, if applicable
- (iii) Automobile Liability- With limits of not less than: \$1,000,000 Combined Single Limit
- (iv) Excess Liability - With limits of \$5,000,000 Aggregate
- (v) Workers Compensation and Employer's Liability in compliance with local statutory requirements.
- (vi) Any other insurance reasonably required by applicable law with respect to the Equipment or Services being provided.

B. Such policies shall be issued by reputable insurance companies, and shall be evidenced by certificates of insurance to be provided upon Stallion's reasonable request, and shall name Stallion as an additional insured, to the extent of liabilities assumed by Vendor under these Vendor Terms (except for Worker's Compensation and Professional Liability), and shall be endorsed to provide that:

- (i) The policies shall not be canceled or materially changed without 30 days' advance notice to Stallion, and
- (ii) The insurers waive rights of subrogation against Stallion to the extent of liabilities assumed by Stallion under these Vendor Terms.

**9. Compliance with Laws.**

A. Vendor warrants, represents and agrees that in securing these Vendor Terms it has complied, and in providing the Work it shall comply, with all applicable laws, statutes, regulations and orders relating to the Work, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; the Child Labor Act, 29 U.S.C. §212 et seq.; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Economic Dislocation and Worker Adjustment Act, 29 U.S.C. §565 et seq.; the Employee Polygraph Protection Act of 1988, 29 U.S.C. §2001 et seq.; the Equal Pay Act of 1963, 29 U.S.C. §201 et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq.; the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §553 et seq.; the Older Worker Benefit Protection Act, 29 U.S.C. § 621 et seq.; the Omnibus Budget Reconciliation Act of 1986, 29 U.S.C. § 623 et seq.; and all payroll tax, withholding, and related laws.

B. The following governmental regulations were required by law, are incorporated in these Vendor Terms by reference as if fully set out:

- (1) The Equal Opportunity Clause prescribed in 41 CFR 60-1.4;
- (2) The Affirmative Action Clause prescribed in 41 CFR 60-250.4, 41 CFR 60-250.5 regarding veterans and veterans of the Vietnam era;
- (3) The Affirmative Action Clause for handicapped workers prescribed in 41 CFR 60-741.4, 41 CFR 60-741.5; and
- (4) The Certification of Compliance with Environmental Laws prescribed in 40 CFR 15.20.

C. Vendor agrees to indemnify, defend and hold harmless Stallion Group from and against all claims, demands, causes of action, and proceedings of every kind and character without limit with respect to the failure of any member of the Vendor Group to comply with this provision. This section shall survive termination or cancellation of these Vendor Terms.

**10. Force Majeure.** Neither party shall be liable for delays in performance or for non-performance, occasioned or caused by Force Majeure. "Force Majeure" means any event beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms (except as may other be expressly provided in the Contract), floods, war, terrorism, fire, labor disputes, acts of the public enemy, public disorder, insurrections, riots or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Upon the occurrence of Force Majeure, the party affected shall give prompt notice thereof to the other party. If a Force Majeure event lasts for thirty (30) or more days, Stallion shall be entitled to cancel the Order Document by written notice to Vendor.

**11. Consequential Damages.** Notwithstanding any provision in these Vendor Terms, neither party will be liable to the other for any lost profit, lost revenue, lost business opportunity, or any indirect, incidental or consequential damages.

**12. Independent Contractor.** Vendor is an independent contractor responsible for controlling and supervising its personnel and equipment and is not the agent or employee of Stallion. Neither Vendor nor its employees are entitled to participate in or receive benefits from any employee benefit plan sponsored by Stallion or any of its affiliated companies. Vendor will take appropriate action to ensure that its employees understand that they are not employees of Stallion and are not entitled to benefits from any program sponsored by Stallion or its affiliated companies for their employees and that they understand their other obligations, including those relating to confidentiality and ownership of documents.

**13. Governing Law.** Unless otherwise specified in the Order Document, these Vendor Terms shall be governed by and construed in accordance with the laws of the State of Texas, excluding conflicts of law and choice of law principles, and venue for any disputes shall lie in Houston, Harris County, Texas.

**14. Entire Agreement.** These Vendor Terms, Order Document and any attachments hereto constitutes the entire agreement of the parties with respect to the subject matter of these Vendor Terms, supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof, and may not be amended except in writing by an authorized representative of Stallion and Vendor. These Vendor Terms are binding upon the parties hereto and their respective successors and permitted assigns.